IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Civil Revision No.5880 of 2007

Date of Decision: November 17, 2007

Paramjit Singh .....Petitioner

Versus

Prem Parkash Mehta and another .....Respondents

CORAM:- HON'BLE MR.JUSTICE S. D. ANAND

Present: Mr.Arun Abrol, Advocate for the petitioner.

S. D. ANAND, J.

1. The grievance of the petitioner-Objector is that the objections preferred by him against the execution of the impugned decree dated 3.5.2002, to which he was not a party, could not have been summarily dismissed by the Executing Court and the learned First Appellate Court and the former had to compulsively frame issues and record evidence in the context and then only record a finding thereafter. Reliance, in support of the advocated view, is placed upon **Baljit Singh Vs. Balkar Singh**, 2001 (1) R.C.R. (Civil) 180, **Anwarbi Vs. Pramod D.A.Joshi,** 2001(4) R.C.R. (Civil) 697 and **Brahmdeo Chaudhary Vs. Rishikesh Prasad Jaiswal and another**, A.I.R. 1997 Supreme Court 856.

2. There can obviously be no dispute with the law as enunciated by the Apex Court and this Court in the above quoted judicial pronouncements. However, the petitioner-objector cannot draw sustenance

from these judicial pronouncements in the peculiar facts and circumstances of the present case. The impugned judgment and decree came to be passed by the learned Trial Court on 3.5.2002. That decree has not been set aside by any superior Court till date. The acquisition of title by the petitioner-objector is based upon an agreement dated 11.6.1999. When called upon by this Court to indicate when exactly the sale-deed had been agreed to be executed, the learned counsel for the petitioner informed that the sale-deed was executable at will of the parties and there is no period indicated in the course of the impugned agreement by which the sale-deed was to be executed. There is, thus, no escape from the conclusion that the agreement has not matured into a sale-deed. No copy of the agreement has been filed on record. As per the uncontested averment, a revision petition filed by the judgment-debtor had been dismissed by this Court on 28.9.2007 (para 5 of the order dated 10.10.2007 of the learned Trial Court). The objections came to be filed only thereafter.

3. The present is, thus, a case in which the petitioner-objector bases his claim for protection on a plea of his being a bonafide purchaser for consideration and without notice of the pending litigation, on the basis of the agreement dated 11.6.1999, which (agreement) does not contain a stipulation about the period within which the sale-deed in pursuance of that agreement is to be executed. As already noticed, a copy of the agreement has not been placed on record. In view thereof, it is apparent that the objections raised by the petitioner-objector is a facade to protect the interest of the judgment-debtor who lost in the revision petition before this Court on 28.9.2007. There is, thus, nothing bonafide on the part of the objector in the filing of the objections.

4. The law cannot assist a person of the category to which the petitioner belongs, by affording him protection from dispossession.

5. In a concurrence of views, both the Courts (learned Executing Court and also the learned First Appellate Court) recorded a finding that there are valid reasons to refrain from relying upon the aforesaid agreement to protect the possessory title of the objector. There is nothing irregular or perverse in the exercise of that discretion by both the Courts.

6. Dismissed in limine.

(S. D. ANAND)
JUDGE

November 17, 2007
SRM

Note: Whether referred to reporter ? Yes/No